

REAL ESTATE COMMISSION
PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

FINAL
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)
PUBLIC REPORT
ON

1717 AKAHI
1717 Akahi Street
Honolulu, Hawaii 96819
REGISTRATION NO. 1278 (CONVERSION)

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: August 20, 1980
Expires: September 20, 1981

SPECIAL ATTENTION

A comprehensive reading of this report by the prospective purchaser is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED MARCH 25, 1980, AND INFORMATION SUBSEQUENTLY FILED AS OF AUGUST 18, 1980. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES.

1. 1717 AKAHI is a fee simple condominium project consisting of one (1) existing three-story building, without basement, containing three (3) apartments. Each of the three stories comprises one (1) apartment with the exception of the stairs and utility areas which are part of the common elements. There are a total of thirty-eight (38) open parking stalls, including two (2) compact stalls, on the grounds of the project. Thirty-two (32) parking stalls are assigned to Apartments "A"

and "C", and six (6) parking stalls are to be used for guest parking in accordance with assignment list shown in Part III of the attached "Exhibit "A".

NOTE: THIS IS A CONVERSION PROJECT WITH A COMMERCIAL BUILDING CONSTRUCTED IN 1976. THERE ARE NO PARKING STALLS ASSIGNED TO THE "B" OR SECOND FLOOR APARTMENT.

2. The Developer of the project has filed all documents and materials deemed necessary by the Commission for the registration of this condominium project and the issuance of this Final Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners and a copy of the approved Floor Plans) have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

The Declaration of Horizontal Property Regime dated March 21, 1980, with By-Laws attached was filed as aforesaid as Document No. 1006355. First Amendment to Declaration, dated April 29, 1980, was filed as aforesaid as Document No. 1010751. Second Amendment to Declaration, dated June 20, 1980, was filed as aforesaid as Document No. 1017837.

The approved Floor Plans showing the layout, location, apartment letter designations, etc., have been designated Condominium Map No. 414.

4. No advertising and promotional matter have been filed pursuant to the rules and regulations promulgated by the Commission.

5. The Purchaser or prospective purchaser is advised to acquaint himself with the provisions of the Horizontal Property Act, Chapter 514A of the Hawaii Revised Statutes and the Condominium Rules and Regulations which relate to Horizontal Property Regime.

6. This Final Public Report is made a part of registration on 1717 AKAHI condominium project. The Developer has the responsibility of placing a true copy of the Final Public Report (white paper stock) and the Disclosure Abstract in the hands of all purchasers and prospective purchasers. Securing a signed copy of the Receipt therefor from each such person is also the responsibility of the Developer.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, August 20, 1980, unless a Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the period of this report.

NAME OF PROJECT: 1717 AKAHI

LOCATION: The approximately 19,610 square feet of land to be committed to the regime is situated at 1717 Akahi Street, Honolulu, Hawaii.

TAX MAP KEY: FIRST DIVISION: 1-3-28-52

ZONING: B-2 (Community Business District)

DEVELOPER: Al Kazumi Takayama and Elaine Hatsumi Takayama, 5140 Kalaniana'ole Highway, Honolulu, Hawaii 96821, phone: (808) 373-2111.

ATTORNEY REPRESENTING DEVELOPER: Hamilton, Gibson, Nickelsen, Rush & Moore (Attention: Ken Harimoto and Ethan D. B. Abbott), 20th Floor Hawaii Building, 745 Fort Street, Honolulu, Hawaii 96813, phone 521-0400.

DESCRIPTION: The Declaration of Horizontal Property Regime and plans submitted by the Developer indicates a fee simple condominium project consisting of three (3) apartments contained in one (1) three-story building, without basement, constructed principally of concrete, masonry and steel.

The location and description of the various apartments of the project are as set forth in "Exhibit A" attached to this Final Public Report.

The apartments have immediate access to the grounds of the project, or to a stairway leading to the grounds of the project.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or party walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility or service lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter or party walls, doors and door frames, windows and window frames, the inner decorated or finished surfaces of all walls, floors and ceilings, and all fixtures originally installed therein.

COMMON ELEMENTS: One (1) freehold estate is designated in all remaining portions of the project, herein called the "common elements", including specifically but not limited to:

1. The land in fee simple;
2. All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party

and load-bearing walls, roofs, entries, stairways, walkways, entrances and exits of said buildings;

3. All yards, grounds and landscaping;

4. All parking areas, including six (6) guest parking stalls;

5. All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any; and

6. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

NOTE: The Developer advises that pursuant to the provisions of Paragraph O of the Declaration that the Developer has reserved the right by way of an amendment to the Declaration, as therein provided, to amend the project by the construction and addition to the project of three apartments of approximately 1,213 square feet each.

In the event Developer elects to make the proposed addition to the project, the incorporation of said addition into the project shall take effect upon the:

1. Recordation in the Office of the Assistant Registrar of the Land Court of the State of Hawaii by the Developer of an amendment to the Declaration of Horizontal Property Regime certifying that the construction and addition to the project has been completed and also including without limitation:

(a) A revised Condominium Map which depicts the plot and floor plan of the addition to the project;

(b) An as-built certificate from a registered architect or engineer certifying that the floor plan of the project filed with such amendment accurately reflects the layout, location and dimensions of the project, as build;

(c) That the common interest appurtenant to each apartment in the project after completion of the addition shall be an undivided one-sixth (1/6th) fractional interest (a 16.666+ percentage interest); and

(d) Said amendment to Declaration may be recorded by the Developer without the consent or joinder of any other persons then owning or leasing any apartment in the project.

2. In connection with, and only to the extent necessary for the construction of the proposed addition to the project, the Developer shall have the right to enter upon the project premises with employees, agents and contractors for all purposes reasonably necessary for or useful to constructing and completing said addition according to plans and specifications approved by the officer of the City and County of Honolulu having jurisdiction over the issuance of building permits; and to file amendments to the Declaration for purposes of certifying condominium maps filed as reflecting the improvements therein to be "as-built".

3. The Developer shall have the right to execute, acknowledge and deliver any and all instruments necessary or appropriate for the purposes of carrying out the provisions and exercising the rights, powers and privileges granted by Paragraph N of the Declaration, all as the true and lawful attorney-in-fact of the respective owners from time to time of the apartments of the project.

4. If any one or more of the provisions of Paragraph N of the Declaration shall be declared to be contrary to law, then such provision or provisions shall be null and void and shall be deemed separable from the remaining provisions of Paragraph O of the Declaration and shall in no way effect the enforceability of any other provision thereof.

LIMITED COMMON ELEMENTS: Certain parts of the common elements, herein called the "limited common elements", are designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as follows:

(a) One or more parking stalls shall be appurtenant to and for the exclusive use of Apartments "A" and "C" of the project as assigned in Exhibit "B" attached hereto, and

(b) A fuel tank and pump shall be for the exclusive use of Apartment "C".

INTEREST TO BE CONVEYED TO PURCHASERS: Documents filed with the Real Estate Commission indicate that the purchaser will secure an Apartment Deed, demising an apartment and an undivided interest, as set forth in the Exhibit "A" attached hereto, in all common elements of the project and the same proportionate share of all common profits and expenses of the project and shall be used for all other purposes including voting.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration provides that the apartments shall be occupied and used only for purposes permitted from time to time by applicable zoning ordinances, rules and regulations, and for no other purpose. The owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration and the By-Laws attached thereto.

NOTE: ATTACHED AS EXHIBIT "C" IS SECTION 21-8.11 OF THE CITY AND COUNTY OF HONOLULU COMPREHENSIVE ZONING CODE (CZC), 1969, WHICH ESTABLISHES THE "USE REGULATIONS" FOR B-2 ZONING PRESCRIBED FOR THIS PROPERTY.

OWNERSHIP OF TITLE: Land Court Letter dated January 18, 1980, and subsequent continuations of this Land Court Letter dated May 2, 1980 and June 20, 1980, prepared by Long and Melone, Ltd., and submitted to the Commission states that present fee simple ownership of the land committed to the project is vested in Al Kazumi Takayama and Elaine Hatsumi Takayama and is covered by Transfer Certificate of Title No. 181,100.

See Schedule B.

ENCUMBRANCES AGAINST TITLE: The above Land Court Letter and subsequent Continuation Letters also report that title to the land is subject to the following encumbrances:

1. For any taxes that may be due and owing and a lien on the land, reference is hereby made to the Office of the Tax Assessor of the First Division, City and County of Honolulu, Hawaii.
2. Declaration of Horizontal Property Regime dated March 21, 1980, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1006355 with Condominium Map No. 414.
3. First Amendment to Declaration of Horizontal Property Regime, dated April 29, 1980, filed as Land Court Document No. 1010751.
4. Second Amendment to Declaration of Horizontal Property Regime, dated June 20, 1980, filed as Land Court Document No. 1017837.
5. Mortgage made by Al Kazumi Takayama and Elaine Hatsumi Takayama, husband and wife, as Mortgagors, and Liberty Bank and Employees' Retirement System of the State of Hawaii, as Mortgagees, dated September 28, 1976, filed as aforesaid as Document No. 784202.
6. Lease made by Al Kazumi Takayama and Elaine Hatsumi Takayama, husband and wife, as Lessors, and RAM Corporation, a Hawaii corporation, as Lessee, dated March 1, 1976, filed as aforesaid as Document No. 784203.

7. Assignment of Lessor's Interest in Lease dated September 28, 1976, filed as aforesaid as Document No. 784204, Al Kazumi Takayama and Elaine Hatsumi Takayama, husband and wife, to Liberty Bank and Employees' Retirement System of the State of Hawaii, assigning all right, title and interest in foregoing lease as security for repayment of mortgage filed as aforesaid as Document No. 784202.

8. Financing Statement made by Al Kazumi Takayama and Elaine Hatsumi Takayama, husband and wife, as Debtors, and Liberty Bank and Employees' Retirement System of the State of Hawaii, as Secured Party, recorded October 4, 1976, in the Bureau of Conveyances of the State of Hawaii in Liber 11713, Page 592.

9. Mortgage made by RAM Corporation, a Hawaii corporation, as Mortgagor, and Liberty Bank, as Mortgagee, dated November 22, 1976, filed as aforesaid as Document No. 800552 (mortgage covers said premises and others).

10. Rental and Lease Assignment made by RAM Corporation, a Hawaii corporation, as Assignor, and Liberty Bank, as Assignee, dated November 22, 1976, filed as aforesaid as Document No. 800554.

11. Financing Statement made by RAM Corporation, as Debtor, and Liberty Bank, as Secured Party, recorded on January 10, 1977, as aforesaid in Liber 11947, Page 356.

12. A perpetual easement in favor of the State of Hawaii for the free flowage and drainage of water in and through the auwai which is shown and delineated on Map 2, Land Court Application No. 1447.

NOTE: The security interest in item 5, above, will be released prior to the conveyance out of the condominium apartments in accordance with Hawaii Revised Statutes 514A.

NOTE: The leasehold interest in the lease (20-year agreement to improve and rent the commercial property) referred to in item 6, above, has been submitted to Horizontal Property Regime by way of the Second Amendment to the Declaration (item 4).

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated March 14, 1980, between Crown Escrow, Inc., as Escrow, and Developer has been filed with the Commission. On examination, the executed Escrow Agreement filed with the Commission is found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly Sections 514A-39, 514A-40 and 514A-63 through 514A-66 thereof.

Among other provisions, the executed Escrow Agreement states that a Purchaser shall be entitled to a refund of his funds, and Escrow shall pay said funds

to said Purchaser, without interest and less Escrow's Twenty-Five Dollar (\$25.00) cancellation fee, if Purchaser shall in writing request refund of his funds and any one of the following shall have occurred:

(a) Escrow receives a written request from Seller to return to Purchaser the funds of such Purchaser then held hereunder by Escrow; or

(b) If Purchaser's funds were obtained prior to the issuance of a Final Public Report and if there is any change in the building plans, subsequent to the execution of Purchaser's contract, requiring the approval of the county officer having jurisdiction over the issuance of permits for construction, unless the Purchaser has given written approval or acceptance of the change, or ninety (90) days have elapsed since the Purchaser has accepted in writing the apartment or he has first occupied the apartment.

The specimen Sales Contract filed with the Commission contains, among others, the following provisions:

1. Buyer understands that the project is pre-existing, that it was erected in 1976, and that Buyer accepts the project in an "as is" condition.

It is expressly understood and agreed by and between Seller and Purchaser that SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE APARTMENT, CONSUMER PRODUCTS INSTALLED THEREIN, THE PROJECT OR ANYTHING INSTALLED THEREIN, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS OF THE APARTMENT FOR A PARTICULAR PURPOSE.

2. Reservation Agreement. Notwithstanding any other provision in the Sales Contract to the contrary, it is expressly understood and agreed that unless and until Seller: (i) obtains the issuance by the Real Estate Commission of the State of Hawaii of the Final Public Report on the project; and (ii) has received from Purchaser a fully executed receipt for the Final Public Report, that the Sales Contract shall represent only a reservation by the Purchaser and shall not be binding upon either party hereto, and until such time, the Sales Contract may be terminated at the option of either party. In the event of such termination, Seller shall cause Escrow to refund all payments previously made by Purchaser, without interest, and neither party shall have any other or further liability. If the Sales Contract is entered into after the issuance of the Final Public Report, this paragraph shall be of no force or effect and the Sales Contract shall be fully binding upon Purchaser and Seller upon acceptance of the Sales Contract by Seller as provided in Paragraph "F-23" of the Sales Contract.

3. Purchaser hereby agrees for the sole benefit of Seller that until Seller has closed out the sale of all the apartments in the condominium project or until November 30, 1981, whichever shall first occur, that Purchaser will not enter into any "rental pool" or similar agreement with any purchaser, lessee or owner of another apartment in the condominium project and/or any third party under which Purchaser agrees to share expenses and/or rentals of apartments in the condominium project.

4. Final closing shall occur on the Date of Closing. However, Purchaser is advised that Seller intends to preclose, regardless of the status of the construction of the apartments, by having all documents necessary for closing executed prior thereto and deposited with Escrow, and Purchaser agrees to execute all necessary documents for such closing, including irrevocable escrow instructions, upon request by Seller.

5. In the event any payment to be made by Purchaser is not made when due, such late payment shall bear interest at the rate of one percent (1%) per month until paid.

6. At the time of the preclosing described above, Purchaser agrees to pay into escrow all sums due from Purchaser at closing, excluding only the mortgage proceeds, if applicable, which mortgage proceeds Purchaser hereby authorizes Escrow to collect as of the Date of Closing.

NOTE: PROSPECTIVE PURCHASERS SHOULD BE AWARE THAT THE SELLER'S MORTGAGE LOANS FOR THE PROJECT SHALL BE AND REMAIN AT ALL TIMES A SUPERIOR LIEN ON THE PROJECT, AND PURCHASERS INTENTIONALLY WAIVE AND SUBORDINATE THE PRIORITY OF LIEN UNDER THE SALES CONTRACT IN FAVOR OF THE MORTGAGE LOANS.

NOTE: DEVELOPER ADVISES THAT NO REPRESENTATION OR REFERENCES WILL BE MADE TO EITHER PURCHASERS OR PROSPECTIVE PURCHASERS CONCERNING RENTAL OF THE APARTMENT, INCOME FROM THE APARTMENT OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE RENTAL OF THE APARTMENT, INCLUDING BUT NOT LIMITED TO, ANY REFERENCE OR REPRESENTATION TO THE EFFECT THAT DEVELOPER OR THE MANAGING AGENT OF THE PROJECT WILL PROVIDE, DIRECTLY OR INDIRECTLY, ANY SERVICES RELATING TO THE RENTAL OR SALE OF THE APARTMENT. RENTAL OF THE APARTMENT AND THE PROVISIONS OF MANAGEMENT SERVICES IN CONNECTION THEREWITH IS AND SHALL BE THE SOLE RESPONSIBILITY OF THE PURCHASER.

It is incumbent upon the Purchaser and the prospective purchaser that he read with care the Sales Contract and the executed Escrow Agreement. The latter establishes how the proceeds from the sale of residential apartments are placed in trusts, as well as the retention and disbursement of said trust funds. The

specimen Sales Contract specifically provides that the Purchaser approves said Escrow Agreement and assumes the benefits and obligations therein provided.

MANAGEMENT OF THE PROJECT: The By-Laws which are incorporated in the Declaration provide that the operation of the project shall be conducted for the Association of Apartment Owners under the direction of the Board of Directors by a responsible corporate managing agent. The Developer advises that it has not appointed an initial managing agent for the project.

STATUS OF PROJECT: The project was completed in August, 1976, as evidenced by a copy of the Owner's Notice of Completion of Contract supplied to the Commission by the Developer.

A letter from the Building Department of the City & County of Honolulu dated October 23, 1979 confirms that the building met the code requirements at the time it was constructed in 1976 and no variances were granted to allow deviations from any applicable code or ordinances in effect at that time.

The Purchaser or prospective purchaser should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted March 25, 1980 and information subsequently filed as of July 3, 1980.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1278 filed with the Commission on March 25, 1980. This report when reproduced shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be yellow.

Joseph F. Blanco
for

G. A. "RED" MORRIS, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING COMMISSION, COUNTY OF HONOLULU
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

REGISTRATION NO. 1278

August 20, 1980

EXHIBIT "A"

I

Apartment "A" is located on the street level of the building;

Apartment "B" is located on the second floor of the building; and

Apartment "C" is located on the third floor of the building.

II

A description of each of the apartments, designating the layout, number of rooms and approximate floor area thereof, is as follows:

Apartment "A" contains six (6) rooms, including a men's room, a women's room, a storage room, a corridor, a storage area and stairs, and contains a total area of approximately 4,723.64 square feet, and has appurtenant thereto a common interest of 33.334%.

Apartment "B" contains four (4) rooms, including a men's room, a women's room, a corridor and stairs, and contains a total area of approximately 3,632.72 square feet, and has appurtenant thereto a common interest of 33.333%.

Apartment "C" contains four (4) rooms, including a men's room, a women's room, a corridor and stairs, and contains a total area of approximately 3,632.72 square feet, and has appurtenant thereto a common interest of 33.333%.

EXHBIT "B"

PARKING ASSIGNMENTS

<u>Apartment no.</u>	<u>Parking Stall Nos.</u>
A	1, 8, 15, 16, 17, 18, 19, 20, 21, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 & 38
B	None
C	9, 10, 11C, 12, 13, 14, 22, 23, 24, 25 & 26C
Guest Stalls	2, 3, 4, 5, 6 & 7

(C - denotes compact stalls)

EXHIBIT "C"

Sec. 21.8.11. Use Regulations.

Within a B-2 Community Business district, only the following uses and structures shall be permitted:

(a) Principal uses and structures:

- (1) Auditoriums, assembly halls and union halls;
- (2) Automobile service stations, provided that where there is an adjoining residential or apartment district without an intervening street, alley or permanent open space over 25 feet in width and where lots separated by the district boundary have adjacent front yards, a six-foot solid fence shall separate the automobile service station use from the adjacent residential district and no ground sign shall be within 50 feet of the residential or apartment district;
- (3) Automobile repair establishments, excluding repairing of body and fender, or straightening of frame or body parts; provided that all repair work shall be performed within a building;
- (4) Business and vocational schools which do not involve the operation of woodwork shops, machine shops or other similar facilities;
- (5) Business studios, offices, clinics and medical laboratories;
- (6) Child care centers;
- (7) Churches;
- (8) Eating and drinking establishments; provided that where the primary use of a parcel is an eating and drinking establishment, a six-foot high solid fence or wall shall be constructed and maintained on any side or rear boundary abutting a residential or apartment district;
- (9) Financial institutions;
- (10) Furniture repair and upholstering, job printing, repair services for radio and television and household appliances other than those with gasoline engines; service

and repair services for business machines;
carpet and linoleum laying; tile setting;
sign shops and other small service businesses;

- (11) Greenhouses and plant nurseries;
- (12) Museums, art galleries;
- (13) Newspaper printing and publishing;
- (14) Nightclubs, bars, taverns, dance halls;
- (15) Parking lots, parking garages and storage garages;
- (16) Passenger transportation terminals;
- (17) Personal service establishments, including barber and beauty shops, shoe repair shops, funeral homes, cleaning, dyeing, laundry, pressing, dressmaking, tailoring and garment repair shops with processing on the premises;
- (18) Public buildings and grounds;
- (19) Public utility installations; provided that storage or maintenance facilities shall be permitted only as conditional uses and structures;
- (20) Radio and television broadcasting stations and line-of-sight relay devices;
- (21) Retail establishments, including the incidental manufacturing of goods for sale only at retail on the premises; retail sales and display rooms and lots; provided that yards for storage of new or used building materials or yards for any scrap or salvage operations or for storage or display of any scrap, salvage or second-hand building materials or automobile parts shall not be allowed;
- (22) Veterinary establishments and commercial kennels; provided that all animals shall be kept in sound-proofed, air-conditioned buildings;
- (23) Wholesaling and distribution operations; provided that such operations do not involve the use of:
 - (A) more than 2,000 square feet of floor area for storage of wares to be sold at wholesale or to be distributed, or

- (B) any vehicle rated at more than one and one-half ton capacity, or
 - (C) a total of more than five delivery vehicles.
- (b) Accessory uses and structures. Uses and structures which are customarily accessory and clearly incidental and subordinate to principal uses and structures, including a dwelling or lodging unit for the owner or caretaker of the principal use.

Private utilities, including temporary sewage treatment plants, shall also be permitted as accessory uses; provided such use is approved by the Director of Land Utilization. Private utilities so approved shall be permitted notwithstanding the location on a non-contiguous zoning lot or in another zoning district of the principal use or uses served thereby, and paragraph (1) of the definition of "accessory use" in Section 21-1.10 shall be inapplicable thereto.

- (c) Conditional uses and structures. Uses and structures hereinafter specified; subject to compliance with the provisions of part D of Article 2 hereof;
 - (1) Heliports and helistops;
 - (2) Public utility storage or maintenance installations;
 - (3) Car wash facilities, provided that:
 - (A) no water produced by activities on the zoning lot shall be permitted to fall upon or drain across public streets or sidewalks or adjacent properties;
 - (B) a minimum of 3 off-street parking spaces for automobiles shall be provided for each car wash space within the facility.
 - (4) Recreational and amusement facilities of an outdoor nature; provided that in the development of such properties, safeguards are provided to preserve and protect the existing character of adjacent properties;
 - (5) Facilities for movie and television program production.

(d) Special permit uses and structures.

Uses and structures hereinafter specified,
subject to compliance with the provisions of
part E of Article 2 hereof:

- (1) Commercial recreation facilities; provided that amusement arcades shall not be permitted.
- (2) Private clubs, lodges, social centers, eleemosynary establishments, and athletic clubs. (Am. Ord. 3234, 3906, 4399, 4412, 4444, 77-46, 78-57)